



# National Park Service Chesapeake



## National Park Service - Chesapeake FY15 Financial Assistance

**National Park Service - Chesapeake** is accepting project proposals for fiscal year 2015 financial assistance awards.

- ☐ The proposed project site(s) **must** be within the Chesapeake Bay watershed.
- ☐ The proposed project **must** develop one or more of the following types of public water access facilities: boat-related access, swimming access, fishing access and/or viewing access for water, wildlife, and shoreline areas.
- ☐ The proposed project **must** create new or enhanced access.
- ☐ The proposed project **must** advance the development of the Captain John Smith Chesapeake National Historic Trail or a designated water trail.
- ☐ Requested funds **must** be matched by an equal (1:1) or greater amount of non-Federal support dedicated to the proposed project.

**Who May Apply:** Applicants for National Park Service (NPS) - Chesapeake financial assistance awards must be either a non-profit organization (*qualified under section 501 of the Internal Revenue Code*) or a state or local government. For Federal sites, only non-Federal partner organizations may apply.

**Award Amount:** Awards range from \$10,000 to \$125,000, or potentially higher. The requested funds **must** be matched by an equal (1:1) or greater amount of non-Federal support dedicated to the project.

**Application Deadline:** Project Applications must be submitted via eMail to NPS - Chesapeake.  
**Deadline for submission is 3:00pm on Friday, April 10, 2015.**

**Project Consultation:** Potential applicants are strongly encouraged to contact NPS - Chesapeake staff to discuss your project in advance of submitting an application. **Potential applicants are encouraged to participate in either of two conference calls scheduled to address questions on Friday, February 13<sup>th</sup> from 1:30 – 3:00pm or Thursday, February 19<sup>th</sup> from 10:30am – noon. The toll free call-in number for these conference calls is 866-704-1637, participant code 269490#.** NPS - Chesapeake staff may also be reached at 410-260-2488 for additional consultation.

**Award Process:** A Cooperative Agreement will be awarded to selected applicants (Recipients) under the authority of 16 USC 1(g). Selected applicants must be willing and able to **promptly** produce detailed project implementation and contractual documents as directed by NPS - Chesapeake to successfully secure funding. **Applicants selected for financial assistance awards should anticipate an additional workload in May 2015 to complete the award process.**

## SECTION 1 - PROGRAM GUIDELINES

### **A. Program Overview**

National Park Service - Chesapeake helps connect people to the natural and cultural heritage of the Chesapeake region through the Captain John Smith Chesapeake National Historic Trail and efforts to implement Executive Order 13508 for Chesapeake Bay Watershed Protection and Restoration. NPS - Chesapeake is a key partner in the overall Bay watershed conservation and restoration effort involving Delaware, Maryland, New York, Pennsylvania, Virginia, West Virginia, Washington, D.C. and the Federal government.

The Captain John Smith Chesapeake National Historic Trail (NHT) was created in December, 2006 to commemorate the 1607-1609 voyages of Captain John Smith to chart the waterways of the Chesapeake Bay. A comprehensive management plan has been completed for the Captain John Smith Chesapeake NHT and individual segment planning is ongoing. The Chesapeake NHT was created and permanently authorized through the National Trails System Act (Public Law 90-543, as amended) which provides for technical and financial assistance to States or their political subdivisions, landowners, private organizations, or individuals to operate, develop, and maintain any portion of such a trail either within or outside a federally administered area. The *Chesapeake Bay Initiative Act* also provides for National Park Service technical and financial assistance to aid in conserving, restoring, and interpreting important historic, cultural, recreational, and natural resources within the Chesapeake Bay watershed.

The 2014 Chesapeake Bay Watershed Agreement, signed by six Governors, Washington DC Mayor, Chesapeake Bay Commission and the federal government, adopted a goal to expand access to the Bay and its tributaries through existing and new local, state and federal parks, refuges, reserves, trails and partners sites. Specifically, achieving the goal means adding 300 new public water access sites by 2025, with a strong emphasis on providing opportunities for boating, swimming, and fishing.

Work to implement this goal and track progress towards it actually began in 2010 as a result of Executive Order 13508 and the resulting *Strategy for Protecting and Restoring the Chesapeake Bay Watershed*. In that strategy, the National Park Service committed to coordinating partnership efforts to expand public access, developing a plan to guide it, and supporting public access projects directly.

The *Chesapeake Bay Watershed Public Access Plan (2013)* was developed specifically to outline and guide a strategy for achieving the 300 access site goal. The plan, prepared with extensive public involvement, inventories existing public access, assesses barriers to expanding access, and identifies specific opportunities for new access sites. Development of the access sites could support local, state, and national water trails, create access opportunities in traditionally underserved communities, and provide additional recreational assets in the Chesapeake Bay watershed.

**To support the public access goal and implement the *Chesapeake Bay Watershed Public Access Plan*, NPS - Chesapeake continues to make public water access site development the priority funding emphasis for this solicitation for 2015 financial assistance awards.**

### **What Kinds of Projects are Funded?**

NPS - Chesapeake supported projects **must** occur within the Chesapeake Bay watershed and **must** be specifically targeted to develop one or more of the following types of public water access facilities as defined in the *Chesapeake Bay Watershed Public Access Plan*:

- **Boat-related Access:** boat ramps, car-top boat launches or soft launches (supporting paddle craft, motor, and/or sail boats)
- **Swimming Access:** designated areas appropriate for swimming
- **Fishing Access:** piers, bank fishing facilities or easements, and parking adjacent to the water
- **Viewing Access for Water, Wildlife, and Shoreline Areas:** nature trails, hiking or biking trails, waterfront trails, boardwalks, and observation decks located at or leading to the water's edge

NPS - Chesapeake supported projects **must** create one of the following:

- **New Access** - Addition of a brand new public access facility at a site where access is not currently available - **OR** -
- **Enhanced Access** - Addition of a public access facility to allow a **new type** of access at an existing access site (e.g., developing a fishing pier or kayak launch at a site where only a boat ramp currently exists).

NPS – Chesapeake supported projects **must** advance the development of the Captain John Smith Chesapeake National Historic Trail or a designated water trail.

The project scope **may** include land acquisition or easement costs.

The project scope **may** include as integrated components, site and facility development associated with or supportive of the access facility, such as camping and picnic sites, restrooms, potable water supply, accessible routes and pathways, parking, access roads, etc.

The project scope **may** include, as integrated components, development of on-line resources, signage, or program materials providing orientation, way-finding or safety information that supports visitor use of the access site.

### What Will Not be Funded?

NPS - Chesapeake financial assistance awards will **not** fund:

- restoration, repair or rehabilitation of existing access facilities or buildings
- routine or deferred maintenance
- purchase of vehicles, boats or other watercraft
- general operating budgets or routine operational costs (*this means anything not directly related to the proposed access project*)

## **B. Application Review Information**

NPS - Chesapeake personnel will review all of the applications. Multiple factors form the basis for proposal evaluation. Five factors address project eligibility, and projects must fulfill each of these requirements to be eligible for further consideration. Sixteen additional factors will be used to assess the intrinsic quality of the project, conformance to program guidelines, and the proposal's competitiveness relative to our programmatic priorities. It is not required that proposals respond to all of these competitive factors; but the more factors that are addressed, the more competitive your proposal will be. Through this merit review a maximum score ranging from 0-28 will be assigned. The Selection Official may consider the merit review, program policy factors and the amount of funds available in deciding final awards.

**Proposed Project Eligibility:** Applications must fulfill each of the following five requirements to be eligible for further consideration.

- ☐ The proposed project site(s) **must** be within the Chesapeake Bay watershed.
- ☐ The proposed project **must** develop one or more of the following types of public water access facilities (as defined above) boat-related access, swimming access, fishing access, and/or viewing access.
- ☐ The proposed project **must** develop new or enhanced access.
- ☐ The proposed project **must** advance the development of the Captain John Smith Chesapeake National Historic Trail or a designated water trail.
- ☐ The requested funds **must** be matched by an equal (1:1) or greater amount of non-Federal support dedicated to the proposed project.

**Proposal Quality:** The intrinsic quality of the application will be assessed against the following five factors. Individual factors may be assigned a score of 0, 1 or 2; the maximum score for proposal quality would be 10.

- Application clearly identifies project objectives and deliverables.
- Scope of Work – Task List and Schedule is clear, comprehensive and focused; the tasks and sequence of tasks are appropriate to the project; NPS staff engagement and review is incorporated at appropriate stages to effectively engage in product development.
- Project Budget is clear, comprehensive and focused; cost categories are appropriate to the scope of work; basis for cost estimates are adequately explained; projected costs seem appropriate to the proposal.
- Capacity and relevant experience of the applicant organization
- Applicant demonstrates readiness to undertake the proposed project
  - SOW indicates cognizance of and intent to comply with the requirements of universal accessibility
  - SOW indicates cognizance of and intent to comply with the requirements of environmentally sensitive design and low impact development
  - SOW indicates cognizance of and intent to comply with environmental and cultural resource consultation, compliance and permitting requirements
  - SOW clearly differentiates intent for planning and design or for construction
  - IF SOW is for construction, then construction is a viable deliverable; pre-requisite design, engineering and cost estimating should be complete; necessary permits and local land use approvals are complete.

**Primary Program Priorities:** The competitiveness of the proposed project will be assessed relative to our seven primary programmatic priorities. Individual factors may be assigned a score of 0 or 2; the maximum score for primary program priorities would be 14.

- Project is currently included on the map of prioritized Potential Public Access Sites in the *Chesapeake Bay Watershed Public Access Plan*. (see <http://www.baygateways.net/ViewPA/index.html?config=potential.xml>; consult with NPS Chesapeake Bay staff if you need assistance)
- Proposed project is within a high priority Captain John Smith Chesapeake NHT segment—Anacostia, James, Lower Susquehanna or Potomac rivers.
- Proposed project supports canoe, kayak or other paddle-craft access.
- Proposed project supports paddle-in camping along the Captain John Smith Chesapeake NHT or a designated water trail.
- Proposed project creates or enhances multiple public water access sites in serviceable geographic proximity to one another so as to address gaps in the accessibility and usability of the Captain John Smith Chesapeake NHT or a designated water trail.
- Proposed project is fully “shovel ready” for construction; all necessary cultural and environmental consultation, compliance and permitting requirements are complete; there is documented and solid basis for construction cost estimate.
- Proposed project is “phase 2” construction at a project site where planning and development was previously funded by NPS.

**Secondary Program Priorities:** The competitiveness of the proposed project will also be assessed relative to our four secondary programmatic priorities. Individual factors may be assigned a score of 0 or 1; the maximum score for primary program priorities would be 4.

- Proposed project is in an urban or high density population area affording opportunity to maximize the use of the public water access site.
- Proposed project provides opportunities for citizen or youth volunteers to be directly involved in the development and/or implementation of public water access projects to build their understanding and appreciation of Chesapeake Bay watershed resources and stewardship.
- Proposed project builds working relationships among trail partners through cooperation in project development and/or implementation.
- Proposed project offers a significant leveraging of Federal funds beyond the minimum 1:1 match.

### **C. Who May Apply for Financial Assistance?**

**Applicants for NPS - Chesapeake financial assistance awards must be either a non-profit organization (*qualified as such under section 501 of the Internal Revenue Code*) or a state or local government.**

**\* For a project proposed on a Federally-managed site, only a non-Federal applicant may apply.** Further, the non-Federal applicant must be fully and directly responsible for implementing and managing the project; however, other partners may contribute to elements of the project.

***\* For new projects to be considered from an applicant with an ongoing NPS - Chesapeake funded project, the outstanding project funded in fiscal year 2012-14 must be on schedule for completion within the agreed time frame and all reports must be current.***

#### Award Process:

A Cooperative Agreement will be awarded to selected applicants (Recipients) under the authority of 16 USC 1(g). Selected applicants must be willing and able to promptly produce detailed project implementation and contractual documents as directed by NPS - Chesapeake to successfully secure funding. **Applicants should anticipate that May 2015 will be a critical period for assembling award documentation and should plan accordingly; signatories for the applicant organization must be available to sign contractual documents during this time.**

All highly competitive proposals, even if not prioritized for immediate funding, will remain under consideration by NPS Chesapeake Bay for funding as future appropriations allow.

#### D. Award Levels & Matching Requirements

##### Financial Assistance Award Levels

Awards range from \$10,000 to \$125,000, or potentially higher.

Project proposals that encompass land conservation, and therefore include land acquisition or easement costs will be considered for a higher award, but not to exceed \$250,000.

All proposals must demonstrate a reasonable budget analysis ensuring the project can be completed within the proposed budget. Applicants are cautioned equally against both over- or under-budgeting for their project. Final awards may be adjusted through a process of negotiation between the applicant and NPS - Chesapeake staff.

Financial assistance awards should be viewed as "seed money" to develop the facility, and the resulting facility should not be dependent on multi-year funding from this source.

##### Matching Fund Requirements

The requested funds **must** be matched by an equal (1:1) or greater amount of non-Federal support dedicated to the proposed project. The matching share may include cash or in-kind contributions of services or materials. The matching share and any work funded or provided by non-Federal funds are considered part of the overall project. There must be a clear functional relation between all aspects of the project, including those supported by the non-Federal match. Other Federal funds (including Federal employee work time) may not be used as a matching share.

##### Administrative Costs

In accordance with the Chesapeake Bay Initiative Act of 1998 administrative expenses shall not be more than 10 percent of all eligible project costs.

## Calculating Matching Funds

Information and guidance concerning allowable costs and matching fund requirements associated with your proposal are described in OMB Circulars A-102 (Grants and Cooperative Agreements with State and Local Governments) and 2 CFR Part 215 (formerly A-110 -Grants and Cooperative Agreements with Non-Profit Organizations). The web site addresses for each are [www.whitehouse.gov/OMB/circulars\\_a102](http://www.whitehouse.gov/OMB/circulars_a102) and [www.whitehouse.gov/OMB/circulars\\_a110](http://www.whitehouse.gov/OMB/circulars_a110), respectively.

The method for determining the value of donated goods and services to be used for the proposal's matching share requirement is described in 2 CFR Part 225 (formerly OMB Circulars A-87 -Cost Principles for State and Local Governments) and 2 CFR Part 230 (formerly A-122 -(Cost Principles for Non-Profit Organizations). The web site addresses for each are [http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/) and [http://www.whitehouse.gov/omb/circulars\\_a122\\_2004/](http://www.whitehouse.gov/omb/circulars_a122_2004/), respectively.

Below is information excerpted from Section.23(c) of Circular A-110 that is important to consider in developing your proposal and project budget:

*Values for recipient contributions of services and property shall be established in accordance with the applicable cost principles. If a Federal awarding agency authorizes recipients to donate buildings or land for construction/facilities acquisition projects or long-term use, the value of the donated property for cost sharing or matching shall be the lesser of (1) or (2).*

- (1) The certified value of the remaining life of the property recorded in the recipient's accounting records at the time of donation.*
- (2) The current fair market value. However, when there is sufficient justification, the Federal awarding agency may approve the use of the current fair market value of the donated property, even if it exceeds the certified value at the time of donation to the project.*

Fair market value of donated services and supplies shall be computed as follows in accordance with Circular A-110:

*(d) Volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for volunteer services shall be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market in which the recipient competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.*

*(e) When an employer other than the recipient furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits that are reasonable, allowable, and allocable, but exclusive of overhead costs), provided these services are in the same skill for which the employee is normally paid.*

*(f) Donated supplies may include such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to donated supplies included in the cost sharing or matching share shall be reasonable and shall not exceed the fair market value of the property at the time of the donation.*

## Project Period and Eligible Costs

Projects should be completed within a 24 month period; and all applicable project costs, both Federal and matching, must be incurred within this 24 month project period. Costs incurred either before or after

the project period may not be included in the budget. Some particularly complex projects may require more than 24 months; if so, an extended time frame may be negotiated with NPS - Chesapeake staff. The start date and end date of the project period are calculated from the date the NPS Agreements Officer signs the award. **Anticipated start date of projects selected for funding in fiscal year 2015 will be approximately October 1, 2015.** (*Confirmation of actual start date will be provided by NPS, and may be sooner.*)

## **E. Project Requirements**

### **Environmental and Cultural Compliance**

Recipients of financial assistance **must** comply with all applicable federal, state, and local environmental laws and regulations. Your local planning officials can provide advice on Federal, state or local permits that will be necessary; and NPS - Chesapeake staff can advise on compliance and permitting processes.

Recipients will need to document consultation with affected agencies in developing their projects and gaining approval for project implementation. In these consultations, Recipients should anticipate the need to address the full scope of the proposed project, including both the water access facilities and site and facility development associated with the access facility such as access roads, parking, accessible routes and pathways, restrooms or installation of signage that supports visitor use of the access site. At a minimum, project consultation should include your State Historic Preservation Officer (SHPO), state agencies in charge of endangered species, and local planning and zoning officials. Recipients will need to document local support for the project through (1) public notification and review process/public meeting(s) and record of comment and/or (2) letters of support from local government, and stakeholders such as citizen's organizations and adjacent property owners.

Recipients will be required to complete an Environmental Screening Form (ESF) for their proposed project. Completion of the ESF will require familiarity with the project site and implementation specifics, as well as appropriate resource expertise.

Time for specific consultation, compliance and permitting process tasks **should** be factored into your Scope of Work – Task List and Schedule.

### **Construction Projects**

All construction projects **must** be designed and engineered in accordance with applicable law. The services of a professional, registered engineer or architect are advisable to assure that necessary provisions are being met with respect to public safety, codes, and standards.

For projects to be considered “shovel ready” and appropriate for construction funding, pre-requisite design, engineering and cost estimating should be complete. All necessary permits and local land use approvals necessary for the construction and operation of the proposed facility should be complete. If this pre-requisite work has not been completed, then a proposal for planning and design assistance will be more appropriate. Planning and design projects should incorporate into the scope of work all necessary aspects of site assessment, site design, engineering, material selection, and cost estimating; the scope of work should also incorporate environmental and cultural consultation and compliance, and project permitting. All necessary consultation, compliance and permitting **must** be completed prior to project construction.

Eligible construction projects **must** occur on lands owned in “fee simple” by the project sponsor; or where ownership is less than fee simple interest, ownership rights must provide reasonable assurance that a conversion of use that will restrict implementation of the project or use of the facility will not occur. All capital improvements made on land leased to the project sponsor or covered by an easement must have lease terms at least 25 years in length to ensure a restrictive conversion of use in that period will not occur. Proof of ownership may include Certificate of Title and/or copies of the lease or easement.

### Low Impact Development

All projects involving physical development **must** incorporate specific objectives to “green” the project, such as developing environmentally sensitive designs, incorporating low impact development approaches (e.g., incorporating green roofs and rain gardens, minimizing impervious surfaces, etc.), incorporating eco-friendly materials into structural elements of your project, utilizing native, non-invasive plant species, and using green procurement practices (e.g., buying recycled and recyclable materials and/or recycling existing materials for use in the proposed project). Projects may also have to meet certain state-directed requirements (e.g., Maryland Critical Areas regulations) designed to minimize the potential impact of proposed projects on the human environment, and natural and/or historic resources. Avoiding impacts to sensitive resources, developing environmentally sensitive designs and incorporating low-impact development techniques can help to ease the project compliance and permitting process.

### Universal Accessibility

All facilities and programming developed with NPS Chesapeake Bay funding **must** be accessible to persons with disabilities. It is the responsibility of the award recipient to comply with the Architectural Barriers Act of 1968, Section 504 and 508 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 as amended. The high visibility of accessibility law has generated a wide range of public interest and pressure to bring facilities into compliance, and NPS will promote the design, construction and operation of facilities and programming so they are accessible to, and useable by, persons with disabilities to the greatest extent reasonable. For more detailed information on regulations, standards and guidelines visit the U.S. Architectural and Transportation Barriers Compliance Board (U.S. Access Board) web site at:

- <http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>
- <http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/113-ada-standards/background/adaag/422-a-guide-to-adaag-provisions>
- <http://www.access-board.gov/guidelines-and-standards/recreation-facilities/outdoor-developed-areas/final-guidelines-for-outdoor-developed-areas/text-of-the-guidelines>.

When facilities and programs are “universally designed” to serve all people, accessibility is generally enhanced for everyone. Accessibility will be provided consistent with preserving resources, visitor safety, and providing a high-quality visitor experience. In most instances, the degree of accessibility provided will be proportionately related to the degree of human-made modifications in the area surrounding the facility. Undeveloped areas, such as those outside the immediate influence of buildings and roads, will not normally be modified for the sole purpose of providing access to all segments of the population. Accessibility to facilities in threshold areas will be determined on the basis of the nature of the topography, the significance of the attraction, the amount of physical modifications being made to the environment and the modifications necessary to ensure accessibility.

Ultimately it is most important when marketing individual access sites and the water trails they service, to objectively and effectively describe the site conditions, trail conditions, and abilities necessary for safe use. Providing good, objective information about the key elements of an access site or water trail increases its accessibility. All potential trail users will benefit when they can make informed decisions whether the site/trail conditions are well matched to their abilities.

All projects proposing to incorporate development of on-line resources, signage, or program materials providing orientation, way-finding or safety information must support universal access at the site by incorporating objective information on site/trail conditions and physical abilities necessary for safe use, allowing potential users to make informed choices about their ability to use the access facilities or trail.

### Trail Marking for Captain John Smith Chesapeake National Historic Trail (CAJO)

For proposed construction projects located on the Captain John Smith Chesapeake National Historic Trail, National Park Service – Chesapeake will supply standardized CAJO trail-marking and orientation, and possibly interpretation, signage appropriate to the site. NPS – Chesapeake will design, fabricate and deliver for installation the appropriate signage at our cost. Timing and delivery of the signage is subject to the availability of appropriated funds. NPS – Chesapeake will collaborate with the recipient on final determination of appropriate signage as well as appropriate signage placement in accordance with sound resource management considerations and the Americans with Disabilities Act.

The Recipient agrees to install and display the standardized CAJO trail-marking, orientation and interpretation signage (as supplied by NPS) in prominent, publicly accessible location. Installation of signage will be incorporated into the overall construction scope of work so that it will be reviewed and approved in the course of compliance consultation and permitting for the proposed project. The Recipient agrees to ensure compliance and approval with relevant zoning authorities, historic preservation and resource agencies, and permitting prior to sign installation.

## **SECTION 2 - APPLICATION REQUIREMENTS**

### **A. Project Application (DUE 3:00pm on Friday, April 10, 2015)**

**A complete Project Application package consists of the following required elements:**

- ☐ **NPS – Chesapeake FY15 Financial Assistance Project Application Form** (*signed by Applicant Organization's chief executive*)
- ☐ **SF-424 Application for Federal Assistance**
- ☐ **Scope of Work – Task List and Schedule**
- ☐ **Project Budget**
- ☐ **Site Map(s)**

**Your Project Application must be submitted via eMail to NPS - Chesapeake by 3:00pm on Friday, April 10, 2015.** The eMail submission should be addressed to both [Bob\\_Campbell@nps.gov](mailto:Bob_Campbell@nps.gov) and [Devonne\\_Collins@nps.gov](mailto:Devonne_Collins@nps.gov). It is anticipated that your completed Project Application Package should be in the range of 12-20 pages (depending on complexity), including the completed Application Forms and necessary attachments.

☐ **NPS – Chesapeake FY15 Financial Assistance Project Application Form**

The application form **must** be signed by the chief executive of the applicant's agency or organization, thereby certifying that the questions posed have been answered correctly; and if the proposed project is selected for funding, the applicant organization is committed to (1) comply with all program guidelines, (2) comply with all applicable federal, state and local environmental laws and regulations, and (3) promptly complete detailed project implementation and contractual documents as directed by NPS to successfully secure a financial award.

The Application Form is available online at <http://www.nps.gov/chba/parkmgmt/financial-assistance-for-partners.htm>. This electronic Microsoft Word form has pre-set fields for making entries. **The completed FY15 CHBA Project Application Form must be submitted electronically in two formats: (1) as a Word file, and (2) as a PDF with the required signatures.**

☐ **SF-424 Application for Federal Assistance**

The SF-424 Application for Federal Assistance is available online at <http://www.nps.gov/chba/parkmgmt/financial-assistance-for-partners.htm>. **The completed Application Form should be submitted electronically as a PDF with the required signature.**

☐ **Scope of Work – Task List and Schedule**

The description of your proposal as presented in the Task List and Schedule is a critical part of the application as it demonstrates your preparation and readiness to carry out the project. The Task List and Schedule will be used by your organization and NPS - Chesapeake to manage the project to successful completion. The Task List and Schedule must incorporate NPS - Chesapeake staff engagement and review at appropriate stages of the project. Time for specific cultural and environmental resource consultation and permitting process tasks must be included in the Task List and Schedule. Anticipate a project start date of October 1, 2015. Projects should be projected for completion within 24 months; but an extended schedule for particularly complex projects may be negotiated with NPS if it is justified. *(The project start date and end date of the project period will be confirmed by NPS staff once the award is complete.)* A sample Task List and Schedule is provided at <http://www.nps.gov/chba/parkmgmt/financial-assistance-for-partners.htm>. **The completed Task List and Schedule as submitted electronically must be a Word file, not a PDF.**

☐ **Project Budget**

A detailed Project Budget is an extremely important part of your application. The Project Budget must show in detail all line item costs of all components of the project as well as all sources of matching funds or in-kind services, and should reference the basis of cost estimates (e.g., # of units and unit costs, # of hours and hourly rates, etc.). In accordance with the Chesapeake Bay Initiative Act of 1998 administrative expenses shall not be more than 10 percent of all eligible project costs. All proposals must demonstrate a reasonable budget analysis ensuring the project can be completed within the proposed budget. Costs from either before or after the project period may not be included in the budget. Applicants are cautioned equally against both over- or under-budgeting for their project. A sample Detailed Budget is provided at <http://www.nps.gov/chba/parkmgmt/financial-assistance-for-partners.htm>. **The completed Project Budget as submitted electronically must be a Word or Excel file, not a PDF.**

☐ **Site Map(s)**

A site map or maps **must** accompany your application, and must be in an 8 ½" x 11" format. These

map(s) should show the specific location of the proposed public access facility development project within its local area (e.g., town or park) and regional context. The map(s) should show the project location(s) in relation to adjoining water bodies, highways, local roads/streets, landmarks, etc.

*NOTE: If more than one site is proposed for development as part of this project, then similar maps should be provided for each project site.*

## **B. Additional Information**

Potential applicants are strongly encouraged to contact NPS - Chesapeake staff to discuss your project in advance of submitting an application. **Potential applicants are encouraged to participate in either of two conference calls scheduled to address questions on Friday, February 13<sup>th</sup> from 1:30 – 3:00pm or Thursday, February 19<sup>th</sup> from 10:30am – noon. The toll free call-in number for these conference calls is 866-704-1637, participant code 269490#.** NPS - Chesapeake staff may also be reached at 410-260-2488 for additional consultation.

Additional information on NPS - Chesapeake and our financial assistance program can be found online at <http://www.nps.gov/chba/parkmgmt/financial-assistance-for-partners.htm>; additional information on the Captain John Smith Chesapeake National Historic Trail is at [www.nps.gov/cajo](http://www.nps.gov/cajo) or [www.smithtrail.net](http://www.smithtrail.net).

## **SECTION 3 – FINANCIAL AWARD PROCESS**

### **A. Award Documentation (IF selected for an award)**

Recipients must be willing and able to promptly produce detailed project implementation and contractual documents as directed by NPS - Chesapeake to successfully secure funding. **Recipients should anticipate that May 2015 will be the critical period for assembling award documentation and should plan accordingly; signatories for the applicant organization should be available to sign contractual documents during this time.**

Attention to the following details will be essential for your project to remain under consideration for a financial assistance award and will (1) support the completion of your Cooperative Agreement that successful applicant organizations will sign with the NPS and (2) prepare your project for successful project management (including project implementation and fulfillment of your reporting requirements. The Cooperative Agreement is the funding instrument that obligates federal funding in support of your project; a Cooperative Agreement is an assistance agreement that provides for the substantial involvement of NPS Chesapeake Bay staff in the successful completion of your project. **The following submissions should be supplied as directed by NPS - Chesapeake as part of the award process.**

#### **☐ DUNS Number and SAM Registration**

Recipients will be required to supply their DUNS Number. In addition to a DUNS number you must be registered through the System for Award Management (SAM) program of the U.S. Government – [www.sam.gov](http://www.sam.gov).

**You will not be eligible to receive funds if you do not have a DUNS # and if your registration with SAM is not current through the end of September, 2015.** Registration information is available on the [www.sam.gov](http://www.sam.gov) web site; see the “Register/Update Entity” tab.

**Award recipients will be required to register in Automated Standard Application for Payments (ASAP).** ASAP is the required payment system used by the National Park Service for financial assistance awards. ASAP enrollment guidance is available at <http://www.nps.gov/chba/parkmgmt/financial-assistance-for-partners.htm>.

**☐ Letters of Commitment**

An initial list of partners essential to project implementation is provided in the FY15 CHBA Project Application Form section 2.k. During financial award negotiations you will be required to supply letters or other written evidence of commitment to the project from key partners. This will include commitment of matching funds, both cash and material, as well as in-kind service contributions.

**☐ Additional Supporting Information**

You may be directed by NPS - Chesapeake staff to supply additional specific information as appropriate to your proposed project. For example, you may need to provide:

- copies of title/easement documents related to ownership/control of the project property
- conceptual, design or engineering documents
- documentation of project compliance consultations
- copies of project permit applications or completed permits
- records of public notification and comment and/or letters of stakeholder support

**☐ Intergovernmental Review**

IF your proposed project is in **Delaware, District of Columbia, Maryland or West Virginia**, then you **must** participate in an “intergovernmental review” process designed to facilitate coordination of federal financial assistance with state programs. Recipients must contact their **state’s “single point of contact”** (POC) to verify their state-specific submission requirements. State POCs are:

**DELAWARE**

Lindsay Lewis  
SPOC / Federal Aid Master Contact  
Budget Development, Planning and Administration  
Office of Management and Budget  
122 Martin Luther King Jr. Blvd. South  
Dover, Delaware 19901  
Telephone: (302) 672-5115  
Lindsay.Lewis@state.de.us  
<http://budget.delaware.gov/clearinghouse/fedgrants.shtml>

**DISTRICT OF COLUMBIA**

Pat Henry  
Office of Partnerships and Grant Services  
441 4th Street, NW (Judiciary Square)  
Suite 707 North  
Washington, DC 20001  
Telephone: (202) 727-8900  
<http://opgs.dc.gov>

## **MARYLAND**

Linda C. Janey, J.D.  
Assistant Secretary  
Maryland Department of Planning  
301 West Preston Street, Suite 1104  
Baltimore, Maryland 21201-2305  
Telephone: (410) 767-4490  
Fax: (410) 767-4480  
clearinghouse@mdp.state.md.us  
[www.planning.maryland.gov/redistricting](http://www.planning.maryland.gov/redistricting)

## **WEST VIRGINIA**

Mary Jo Thompson  
Director, Community Development Division  
West Virginia Development Office  
Building 6, Room 553  
Capitol Complex  
Charleston, West Virginia 25305  
Telephone: 304-558-2234  
Fax: 304-558-3248  
[Mary.j.thompson@wv.gov](mailto:Mary.j.thompson@wv.gov)

***NOTE:** NPS - Chesapeake will be copied or otherwise identified on your submission to your state POC so that feedback from the state clearinghouse is provided to both you as Recipient and NPS - Chesapeake as the funding agency.*

## **B. Award Provisions**

### **Award and Payment**

- A. A Cooperative Agreement will be awarded to selected applicants (Recipients) under the authority of 16 USC 1(g). The Cooperative Agreement is the funding instrument to obligate federal funding in support of your project, and identifies the project or group of projects, the amount of financial assistance and any other special terms or conditions applicable to the project(s) tasks. NPS will provide funding to the Recipient in an amount not to exceed the dollar amount of the approved budget. A cooperative agreement is an assistance agreement that provides for the substantial involvement of NPS - Chesapeake staff in project implementation. Terms of the Cooperative Agreement will include the following provisions.
- B. Recipient shall request payment in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
  2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are

dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
  4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
  5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
  6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurements documents the Recipient may have with the Federal government.
- D. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- E. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- F. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient’s written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.

- G. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- H. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

### **Prior Approval**

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

### **Liability**

Liability for State and Local Governments may be negotiated contingent upon governmental regulations.

For non-profit organizations, the selected applicant agrees to:

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses from any act of omission of the Cooperator/Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement.
- B. To purchase public and employee's liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insurer shall have no recourse against the Government for payment of any premium or assessment, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. **Prior to beginning the work authorized herein, selected applicant shall provide the NPS with confirmation of such insurance coverage.**
- C. To pay the United States the full value for all damages to the lands or other property of the United States caused by the Cooperator/Recipient, its officers, employees, or representatives.
- D. To provide worker's compensation protection to selected applicant's officers, employees, and representatives.
- E. To cooperate with the NPS in investigation and defense of any claims that may be filed with the NPS arising out of the activities of the Cooperator/Recipient, its agents, and employees.

### **Reports**

The Recipient will be required to submit a SF425–Federal Financial Report, a Progress Narrative Report and Financial Status Report as outlined in the Cooperative Agreement.

## **Property Utilization**

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply.

## **General Provisions**

**OMB Circulars and other Regulations** - The following OMB Circulars and other regulations are incorporated by reference into this Cooperative Agreement ((full text can be found at <http://www.ecfr.gov>):

a) **Administrative Requirements:**

***2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;***

b) **Determination of Allowable Costs:**

***2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E;***

and

c) **Audit Requirements:**

***2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart .***

d) **Code of Federal Regulations/Regulatory Requirements:**

*43 CFR 43, “Governmentwide Requirements for a Drug-Free Workplace”;*

*CFR Part 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (NonProcurement)”;*

*43 CFR 18, “New Restrictions on Lobbying”;*

*2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;*

*FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;*

*2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and*

*2 CFR Part 170, “Reporting Subawards and Executive Compensation”.*

1. **Buy American Act.** Pursuant to Section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs; in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 CFR 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 CFR 12.76 for State and Local Governments.

6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. **Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 USC 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

## Special Provisions

### 1) **Public Information and Endorsements.**

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
- c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
- d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

### 2) **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

### 3) **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

### 4) **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related

records shall be maintained and available for access in accordance with 43 CFR 12.82 for State, local and Indian tribal governments or 43 C.F.R. 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.

**5) Audit Requirements.**

- a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
- b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.oig.dol.gov/public/reports/oa/documents/singleauditpamphlet.pdf>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

**6) Procurement Procedures.** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

- a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

- 7) **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or –rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- 8) **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (22 USC 7104).
- a) Provisions applicable to a Recipient that is a private entity.
1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity-
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
      - a. Associated with performance under this award: or
      - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR part 1400.
- b) Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR part 1400.

c) Provisions applicable to any Recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d) Definitions. For purposes of this award term:

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this awards; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:

- i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
- ii. Includes:
  - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
  - b. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

**9) Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.**

- a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

**10) Reporting Subawards And Executive Compensation**

- a) Reporting of first-tier subawards.
  - 1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).
  - 2. Where and when to report.
    - i. You must report each obligating action described in paragraph A.1. of this award term to <http://www.fsrs.gov>.
    - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.sam.gov> specify.

b) Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. The total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. In the preceding fiscal year, you received—
    - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
  - i. As part of your registration profile at <https://www.sam.gov>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c) Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
  - i. In the subrecipient's preceding fiscal year, the subrecipient received—
    - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
        - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
    - i. To the recipient.
    - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d) Exemptions.
- 1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
    - i. Subawards, and
    - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e) Definitions. For purposes of this award term:
- 1. Entity means all of the following, as defined in 2 CFR part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization;
    - iv. A domestic or foreign for-profit organization;
    - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  - 2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

11) **Conflict of Interest**

- a) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which

might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

- b) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.
- c) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

**For Awards made involving construction, the following provisions apply:**

**Bonding Requirements** - Establish and maintain throughout the course of the Project security in favor of the United States in the form of a surety bond guaranteeing performance (performance bond) of the Cooperator's/Recipient's obligations under this Agreement, and a payment bond assuring payment of all persons supplying labor and material in the execution of the work undertaken for the Project, with the following conditions:

- a. **The bonds shall be in the amount equal to at least 100% of the total project cost, plus a cost overrun contingency, as approved by the NPS.** The NPS may require additional performance and payment bond protection if the estimated costs increase during Project planning and construction;
- b. All bonds shall be in the form of a firm commitment, supported by corporate sureties that appear on the list contained in Treasury Department Circular 570;
- c. No term of any bond obtained pursuant to this Article shall be inconsistent with the term of this Agreement; and
- d. Should any bond issued pursuant to this section be canceled or withdrawn, the Association must immediately notify the NPS in writing.

**Insurance** - The Cooperator/Recipient and its contractors are responsible for ensuring that these insurance requirements are included, as appropriate, in their respective contracts with subcontractors. Unless otherwise specified herein, the term "contractor(s)" as used in the Article means entities providing any construction, utility, architectural engineering, or design related labor, materials products or services.

The Cooperator/Recipient and all contractors must acquire and maintain the following insurance and comply with the following associated requirements:

- a. The Cooperator/Recipient or the Cooperator's/Recipient's Prime Contractor or General Contractor must have Builder's Risk Insurance sufficient to cover the replacement cost of the Project.
- b. The Cooperator/Recipient and the contractors, as appropriate, must have appropriate insurance coverage when warranty work is conducted.  
This provision shall survive termination or expiration of this Agreement. Warranty work requires the Superintendent's prior approval.
- c. Contractors providing architectural or engineering service must have Professional Error and Omissions Insurance coverage that, at a minimum, conforms to the requirements of applicable state law.
- d. Where the Cooperator/Recipient or contractor is authorized to utilize NPS structure or facilities in conjunction with this Agreement, the Cooperator/Recipient or contractor shall procure and maintain, at its sole cost and expense, fire and hazard protection insurance in an amount equal to the replacement cost of the structures or facilities utilized. This insurance shall be maintained for the term of use.
- e. Insurance coverage must be commensurate with foreseeable risk, and coverage limits may ultimately be greater than the minimum limitation required in Article VIII. NPS will not be responsible for any omissions or inadequacies of any insurance coverage or amounts in the event that insurance purchased by the Cooperator/Recipient or a contractor proves inadequate or insufficient for any reason.
- f. All insurance policies required by this Agreement, whether or not they were acquired by contractors, shall be payable to the Cooperator/Recipient, and the Cooperator/Recipient shall use insurance proceeds to correct the damage, harm, or deficiency that is the basis of the insurance claim. Cooperator/Recipient expenditure of insurance proceeds shall be in conformance with law, NPS policies, and NPS approvals. Insurance proceeds that are paid to the Cooperator/Recipient, but that are not needed, or cannot be used to correct the harm or deficiency at issue, must, if allowed under the insurance policy, be used to further

**Termination** - In the event that the NPS reasonably believes that the Cooperator/Recipient is in breach of its obligations under this Agreement, the NPS must provide the Cooperator/Recipient written notice of such alleged breach (notice). The Cooperator/Recipient shall have thirty (30) days (cure period) after receipt of the notice to cure such alleged breach, or if the alleged breach cannot be cured within the cure period, the Cooperator/Recipient shall obtain the NPS' approval of a written remedial plan specifying the Cooperator's/Recipient intent to cure the alleged breach as promptly as is reasonably practical and within a deadline determined by mutual agreement.

In the event that the Cooperator/Recipient fails to cure the alleged breach within the cure period or to diligently pursue the action detailed in the remedial plan, the NPS may, without first obtaining a judgment or declaration of breach by any court, board, arbitrator or any other adjudicator, exercise its rights to proceed against the surety bonds required in this Agreement, and/or seek any alternative or additional remedies available to it including termination of this Agreement.

**Disputes** - The parties agree that in the event of a dispute between them, NPS and the Cooperator/Recipient shall promptly use their best efforts to solve the dispute in an informal fashion

through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the parties.

The parties agree that the venue to commence litigation of any disputes stemming from this Agreement shall be a Federal court with appropriate jurisdiction.

**Third Party Liability/Responsibilities** - Include the following requirements in any Third-Party Contract for the performance of any work or for fulfilling any obligation related to the Project:

The Contractor agrees to –

- a. Comply with the terms and conditions of any Project Development Plan, project implementation plan or special use permits relating to the Project;
- b. Promptly take steps necessary, including the suspension of work, at no cost to the NPS, to address any concerns raised by NPS.
- c. Obtain and provide all warranties that would be given in normal commercial practice from subcontractors, manufacturers or suppliers for work performed and materials furnished:
  - i. For a period of not less than one year; and
  - ii. Executed, in writing, for the benefit of the Association and the United States;
- d. Waive any defense to any claim of breach or negligence based on the contractor's alleged reliance on the Cooperator's/Recipient or NPS' Project monitoring, inspections or tests. All monitoring, inspections or test are for the sole benefit of the Cooperator/Recipient and/or NPS and do not relieve the Contractor of responsibility for (i) providing adequate quality control measure or (ii) ensuring against damage or loss prior to Project acceptance. In addition, such monitoring, inspections or test do not imply Project acceptance by either the Cooperator/Recipient or NPS, nor does it affect the continuing rights of the Cooperator/Recipient or NPS after Project acceptance.
- e. Be jointly and severally liable under this agreement if the Contractor is comprised of more than one legal entity.

**Cooperator's/Recipient's responsibility for it's A/E design errors and omissions** - In addition to the provisions above, any Third Party Contractor for the provision of architectural or engineering services must contain the following provisions:

- a. That it is solely responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings specifications, and other services furnished by the Contractor; and
- b. To correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services without any additional compensation.
- c. That the final signed and sealed Final Construction Documents provided by the Contractor are the only true contract documents of record for this project. By submission of the final construction documents to the Cooperator/Recipient, the Contractor warrants that all review comments have been resolved to the satisfaction of the Cooperator and incorporated into the final construction documents.

**Compliance with Applicable Laws** - This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way imparting the general powers of the NPS to supervise, regulate, and control its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be construed to be inconsistent with or contrary to the purpose or intent of any Act of Congress.

In addition to other laws, regulations and policies referenced in this Agreement, the Cooperator/Recipient is on notice that, where applicable, it must comply with, and assist NPS in complying with additional laws, regulations, Executive Orders and policies including, but not limited to the Americans with Disabilities Act (42 U.S.C. § 12101), Architectural Barriers Act (42 U.S.C. § 4151 *et seq.*), the Rehabilitation Act (29 U.S.C § 701 *et seq.*, as amended), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, *et seq.*), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*), the National Environmental Policy Act (42 U.S.C. § 4321, *et seq.*), the Clean Air Act (42 U.S.C § 7401, *et seq.*), The National Historic Preservation Act (16 U.S.C. § 470), the Archaeological and Historic Preservation Act (16 U.S.C. § 469), Strengthening Federal Environmental, Energy and Transportation Management (Exec. Order No. 13423), Notification of Violating Facilities (Exec. Order No. 11738), Wetlands Protection (Exec. Order No. 11990) and Flood Hazards in Floodplains (Exec. Order No. 11988).

**Merger** - This Agreement, including any attachments hereto and documents incorporated by reference herein, contains the sole and entire agreement of the parties with respect to the subject matter of this Agreement.

**Waiver** - If a party fails to exercise any rights or to insist that the other party comply with any obligations, no such failure or instance shall be a waiver of a right of a party to demand strict compliance with each duty or obligation. No custom or practice of the parties which varies from this Agreement shall constitute a waiver of the right of a party to demand exact compliance. Waiver by one party of any particular default by the other party shall not affect or impair a party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a party to exercise any rights arising from such a default affect or impair the rights of that party as to such default or any subsequent default. All waivers of any duty or obligation by a party must be express and evidenced in writing.

**Counterparts** - This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

**No Third-Party Beneficiaries** - Unless expressly stated herein, nothing in this Agreement is intended to grant any rights or provide any benefits to any third party.

**Force Majeure** - Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fires acts of God, and acts in compliance with or required by any applicable law or regulations.

**Miscellaneous -**

- a. Permit the NPS to monitor, inspect, and to at all times have access to the construction site and construction related materials and documents

- b. Certify in writing that upon NPS's acceptance of the Project as complete, all right, title, and interests to any completed construction, improvements, installations, fixtures, or associated donations, are free and clear of all debts, liabilities, or obligations.
- c. Ensure that no Third Party Contract contains a binding arbitration clause or other clause which may interfere with NPS' ability to seek judicial review in its capacity as a third-party beneficiary to the Third-Party contract.
- d. Effect of Approval – Any approval or consent given by the NPS regarding any contract or contractor, or by operation of inspection, or any other consent or approval given by the NPS under this Agreement, does not relieve the Cooperator/Recipient or the Cooperator's/Recipient's contractors of responsibility for any errors or omissions, or from the responsibility to comply with the requirements of this Agreement.
- e. Effect of Acceptance – Any acceptance by the NPS of the Project or any component thereof does not relieve the Cooperator/Recipient or the Cooperator's/Recipient's contractors from liability for any known defect, or any latent defect, fraud, or gross mistake or negligence.
- f. Counterparts – This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.